

Exhibit No. 7

June 24, 2009

Kimberly Cox
131 Sutphen St
Santa Cruz, CA 95060

Re: Bank of America Loan Number ending: 3668
Borrower: Kimberly Cox
Property Address: 131 Sutphen St, Santa Cruz, CA 95060

Dear Ms. Cox:

Thank you for contacting our office with your correspondence dated May 12, 2009. Although your correspondence purports to serve as a "qualified written request," the information requested in your correspondence goes well beyond that which is available through a qualified written request made under 12 U.S.C. §2605(B) ("QWR").

As you may be aware, a QWR is written correspondence, which includes a statement of specific reasons why the borrower believes that their account is in error and which provides sufficient detail to allow the servicer of the loan to review the borrower's account to determine whether there were errors made in connection with the account, and to either make appropriate corrections where errors were made, or to explain to the borrower why the servicer believes the account is accurate. A QWR is not a vehicle for obtaining information regarding the lender's general business practices, its relationship with government sponsored entities, its mortgage servicing and accounting computer systems, its trade secrets or any other proprietary information, nor can it be used to support a phishing expedition for documents that may support a claim or as a pretext designed to force the lender to accept a modification request rather than incur the expense of responding. This is especially true where, as is the case with your "QWR", the only reason given for the request are vague references to your general concerns regarding "potential fraudulent and deceptive practices," without reference to a single specific issue of concern regarding the loan.

In your letter, you expressed dissatisfaction with various aspects of the origination of the above-referenced loan. You requested Bank of America to provide you with numerous copies of documents relating to the origination of the subject loan and a loan history including fees assessed to the subject loan.

The loan documents previously provided to you by our office can be referenced for this purpose as well. The signatures on these documents confirm the borrowers received, read, understood, and agreed to the terms and conditions contained within each document. If the borrowers had concerns or were not in agreement to the terms and conditions, they were under no obligation to sign the loan documents or continue the loan process.

Please note that a credit block was placed while the issues in your letter were addressed. However, as of the date of this letter, the block has been removed.

Letter to Kimberly Cox
June 24, 2009
Page Two (2)

A *Loan Transaction History Statement* was also mailed to you under separate cover, that provided a detailed outline of transactions associated with this loan. Please note that the statement provided pertinent information on payments received, tax and insurance payments disbursed, funds in the suspense/unapplied funds balance, and late fees assessed and paid. The *Loan Transaction History Statement* is designed to be user-friendly and there are no codes or terms used that require specific definitions. Additionally, I have provided under a separate cover a breakdown of fees assessed to the subject loan since inception and a Payoff Demand Statement for your review. Please note that paid late charges will be reported to the IRS as interest paid.

Please refer to the enclosed documents for details regarding the assessment of late charges, forced placed insurance and inspection fees.

The owner of this loan is Bank of New York whose address is 101 Barclay St, 4W New York, NY 10286. Bank of America services the loan on behalf of the owner.

For information regarding the Mortgage and Assignments, you may contact Mortgage Electronic Registration Systems, Inc. ("MERS") directly at 1.888.679.6377, or you may visit the MERS website at www.mers-servicerid.org. Please see the enclosed *Deed of Trust* for details.

Please note records indicate there is no escrow account associated with the above referenced loan.

This confirms that no force placed insurance has been purchased in association with this loan.

Lastly, our records indicate that the subject loan is presently past due for the December 2008 through June 2009 installments, and has not been referred for foreclosure at this time. Please contact our Home Retention Division directly at 1.800.669.0102, to obtain the total amount due.

In the event you would like Bank of America to review your loan for the possibility of payment assistance, the following items are required:

- Evidence of income (2 most recent pay stubs)
- Bank statements (2 most recent)
- Last year's tax returns
- Monthly expenditure information
- Letter of hardship

Please forward the required information to our Home Retention Division via facsimile at 1.866.619.4249. You may also contact our Home Retention Division directly at 1.800.262.4218. It is important for you to know that assistance is not guaranteed and is dependent on several factors, but Bank of America will look at every option in an effort to assist you.

Letter to Kimberly Cox
June 24, 2009
Page Two (2)

Further, your loan remains in full force and effect, and we will continue to service the above-referenced loan in accordance with the valid, binding loan documents you signed.

Please be advised that, in providing the above response, Bank of America is not limiting or waiving any rights or remedies it may now or hereafter have, whether arising under your loan documents, at law or in equity, all of which rights and remedies are expressly reserved.

In the event you require further assistance, please contact our Customer Service Department at 1.800.669.6607, Monday to Friday, 6 a.m. to 6 p.m., Pacific. Thank you for this opportunity to be of service.

Sincerely,

Customer Service

Exhibit No. 8

RECORDED AT THE REQUEST OF:
First American Title Company
Escrow 4402-1694228 tn

Recording Requested By:
K. LAUDUSKI

APN: 008-091-17

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.

MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423
Prepared By:
DEBRA GURROLA



2004-0089505

Recorded	REC FEE	78.00
Official Records		
County Of		
SANTA CRUZ		
GARY E. HAZELTON		
Recorder		
CAROL D. SUTHERLAND		
Assistant		
08:00AM 21-Dec-2004	cds	Page 1 of 24

[Space Above This Line For Recording Data]

1694228
(Escrow/Closing #)

0008558366812004
(Doc ID #)

DEED OF TRUST

MIN 1000157-0004579143-7

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated DECEMBER 10, 2004, together with all Riders to this document.

(B) "Borrower" is

KIMBERLY COX, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY

CALIFORNIA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Page 1 of 16

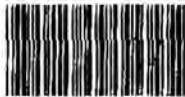
VMP -6A(CA) (0207)
CONV/VA

CHL (09/02)(d)

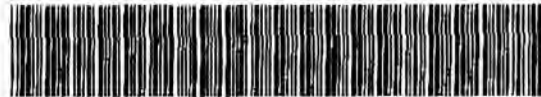
VMP MORTGAGE FORMS - (800)521-7291

Initials:

Form 3005 1/01



* 2 3 9 9 1 *



* 0 8 5 5 8 3 6 6 8 0 0 0 0 1 0 0 6 A *

Borrower's address is
131 SUTPHEN ST, SANTA CRUZ, CA 95060-1939
Borrower is the trustor under this Security Instrument.

(C) "Lender" is
AMERICA'S WHOLESALE LENDER
Lender is a CORPORATION
organized and existing under the laws of NEW YORK
Lender's address is
P.O. Box 10219, Van Nuys, CA 91410-0219

(D) "Trustee" is
CTC REAL ESTATE SERVICES
400 COUNTRYWIDE WAY, MSN SV-88, SIMI VALLEY, CA 93065

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated DECEMBER 10, 2004. The Note states that Borrower owes Lender FIVE HUNDRED FORTY FOUR THOUSAND and 00/100

Dollars (U.S. \$ 544,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JANUARY 01, 2035.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> I-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii)

conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY

of

SANTA CRUZ

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

LOT 8, AS THE SAME IS SHOWN AND DESIGNATED UPON THAT CERTAIN MAP ENTITLED, "SUTPHENS ADDITION TO SANTA CRUZ, SEPT. 1889, E.D. PERRY, SURVEYOR", FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER ON SEPTEMBER 26, 1889, IN MAP BOOK 10, PAGE 22, SANTA CRUZ COUNTY RECORDS. EXCEPTING THEREFROM THE HEREINABOVE DESCRIBED LANDS SO MUCH AS WAS CONVEYED TO A.L. WHITNEY BY DEED RECORDED JULY 16, 1890, IN VOLUME 73 OF DEEDS, PAGE 352, RECORDS OF SANTA CRUZ COUNTY, BEING A STRIP OF LAND APPROXIMATELY EIGHT FEET IN WIDTH ALONG THE NORTHERLY LINE OF SAID LANDS TO BE -- "PERPETUALLY KEPT OPEN, USED AND MAINTAINED AS AN ALLEY WAY--". A.P.N. 008-091-17

Parcel ID Number: 00809117

131 SUTPHEN ST, SANTA CRUZ

which currently has the address of

[Street/City]

California 95060-1939 ("Property Address"):

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right; to exercise any or all of those interests, including,